

SERIAL 11025 IGA AFTERMARKET AUTOMOTIVE PARTS AND SERVICE, ADOT11-00000152

DATE OF LAST REVISION: February 22, 2011 CONTRACT END DATE: January 31, 2012

**CONTRACT PERIOD BEGINNING FEBRUARY 01, 2011
ENDING JANUARY 31, 2012**

TO: All Departments

FROM: Department of Materials Management

**SUBJECT: Contract for AFTERMARKET AUTOMOTIVE PARTS AND
SERVICE, ADOT11-00000152**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Arizona Department of Transportation Contract ADOT11-00000152. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:

http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use NIGP CODE 0607401.

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).



STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION
PROCUREMENT GROUP



REQUEST FOR PROPOSAL

SOLICITATION NUMBER: ADOT11-00000152

OFFER DUE DATE: AUGUST 30, 2010 AT 3:00 P.M. MST

DESCRIPTION: AFTERMARKET AUTOMOTIVE PARTS AND SERVICE

PRE-OFFER CONFERENCE: A PRE-OFFER CONFERENCE WILL NOT BE HELD

Offer Submittal Location: State of Arizona e-Procurement System - ProcureAZ

<https://procure.az.gov/bsol/login.jsp>

WALK IN OFFERS WILL NOT BE ACCEPTED

In accordance with A.R.S. §41-2534, Request for Proposals for the materials or services specified will be received by the Arizona Department of Transportation Procurement Group at the above specified location until the time and date cited. Offers received by the correct time and date will be publicly posted on the State of Arizona e-Procurement System - ProcureAZ.


Requests for submittals after the specified date and time to the State of Arizona e-Procurement System will not be considered.

Additional instructions for preparing a bid are provided in the Uniform and Special Instructions to Offerors as contained within this solicitation.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Agency: Arizona Department of Transportation and all other Eligible Agencies
Type of Contract: Term with Justifiable Adjustment Allowed – Indefinite Quantity
Term of Contract: One year with option to extend forty-eight (48) months

Phone: 602-712-7205
Email: shernandez@azdot.gov
Date: July 30, 2010


Susanna Hernandez, CPPB
Procurement Officer

"An Equal Employment Opportunity Agency"

The Arizona Department of Transportation is committed to the principles of Equal Employment Opportunity. To ensure dissemination of the Equal Opportunity program throughout all levels of the department, the ADOT Civil Rights Deputy Administrator serves as the Equal Opportunity Administrator for the Arizona Department of Transportation.

The Arizona Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidden that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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Procurement Group
1739 W. Jackson Street Suite A - MD 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

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SECTION 1 SCOPE OF WORK

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1. STATEMENT OF NEED

The Arizona Department of Transportation (ADOT), on behalf of the State of Arizona (hereinafter referred to as the State) is seeking proposals for the purchase of aftermarket automotive parts and service to be utilized by authorized State of Arizona agencies, accounts, boards and participating political subdivisions (a.k.a. eligible agencies).

This RFP is intended to achieve the following objectives:

- Establish contracts on a competitive basis with qualified suppliers and through their retail distribution network to provide aftermarket automotive parts and services, on an as needed basis whereby the State and eligible agencies can select those products and services based on their established needs.
- Establish a mechanism for on-line ordering
- Provide Catalog/Pricing (discount from list) as defined in Scope of Work, Paragraph 3.
- Provide Labor as defined in Scope of Work, Paragraph 3.
- Provide a Core Charge program as defined in Scope of Work, Paragraph 3.
- Provide an Electronic Ordering System as defined in Scope of Work, Paragraph 3 and Special Terms and Conditions, Paragraph 28.

2. BACKGROUND

The estimated dollar volume of products and parts purchased under the proposed contract is \$5 Million annually, based on historical usage data and anticipated volumes. This is only an estimate and the State makes no guarantee as to actual dollars spent under any resultant contract.

The State of Arizona currently utilizes a e-procurement system, ProcureAZ which allows cooperative members to purchase contracted items electronically through contractor maintained websites. It's the intent of the State to utilize the current e-procurement system, ProcureAZ for ordering of aftermarket parts.

3. CONTRACTOR REQUIREMENTS

The Contractor shall provide Premium Grade or First Line Products.

The Contractor shall provide a comprehensive selection of products and pricing, other than those that are specifically excluded by the State (see exclusion list), through established catalog/price lists. Pricing for these items shall be based on a single fixed discount percent (%) specified on the Price Sheet.

The Contractor shall provide customer support to multiple accounts and ordering transactions daily.

The Contractor shall provide labor as specified on the Price Sheet.

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The Contractor shall provide and adhere to the contracted core charge program.

The Contractor shall accept orders from any eligible agency as defined in Section 3, Special Terms and Conditions, Paragraph 4, titled ELIGIBLE AGENCIES.

The Contractor(s) shall accept orders through the following methods:

- Electronic - email or online through the State's e-procurement system or online through a website maintained by the Contractor
- Facsimile
- Mail
- Phone

3.1 Products: The Contractor shall provide vehicle and equipment repair parts, which shall include, but not be limited to:

Air brake valves and compressors	Ignition parts (spark plugs, wire sets, caps, rotors, distributors)
Air conditioning parts, heater parts, heater cores	Light duty trailer parts
Alternators, Starters	Miscellaneous chemicals (brake, carburetor and choke cleaner, brake fluid)
Automotive batteries, heavy duty batteries, construction equipment batteries, specialty batteries	Motor mounts, transmission mounts
Automotive brake pads, shoes, rotors, drums	Power steering pumps
Automotive filters, heavy duty filters, construction equipment filters	Radiator caps, gas caps, oil filler caps
Automotive and Heavy Duty lighting	Rivets
Automotive paint, painting supplies	Sensors, sending units, gauges, instrumentation
Ball and roller bearing and seals	Shock absorbers, suspension parts
Belts, hoses, clamps	Tire chains
Brake relining and hardware	Thermostats
Chassis parts	Transmission Parts, Clutches
Drive axles, CV boots u joints	Wheel cylinders, calipers, master cylinders
Engine gaskets and repair parts	Wheel studs, wheel nuts
Floor mats	Wiper parts , wiper blades
Gaskets	Turn flywheels, rotors, drums, ring gears
Heavy duty brake drums, rotors drum and rotor turning	Labor for valve grinding, engine machining
Automotive batteries, heavy duty batteries, construction equipment batteries, specialty batteries	

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3.2 Labor: Labor shall be for but not limited to flywheels, rotors, drums, ring gears, valve grinding and engine machining. All labor performed shall be in accordance with OEM standards and will be invoiced at the contracted hourly rate. Labor may be required to be performed at the requesting agency locations statewide. Contractor shall provide pick up and delivery service on vehicles and/or parts sent to the contractor for repair, at no additional cost to the State.

3.3 Core Charge Program: Contractor shall allow the requesting agency to be credited for items requiring a core charge in full upon receipt of the core back to the Contractor.

3.4 Generic/House Brand Equivalent Information: Contractors who may have generic or house brand equivalents for identified baseline items shall provide a table showing applicable line items, part numbers and unit pricing to the eligible agency.

3.5 Electronic Ordering System: Contractor's secured internet/web portal shall not allow for purchase orders to be placed for non-contract or excluded items.

Use of such systems shall be at the sole discretion of the eligible agency and all cost associated with set-up, maintenance and support shall be borne by the Contractor.

3.6 Contractor Support: The Contractor should have, at a minimum the following support mechanisms in place.

- a. Business Capacity: Ability to perform under a statewide contract. Statewide meaning multiple agency accounts and delivery points located throughout the State.
- b. Multiple Accounts: Ability to create and manage numerous individual accounts for order placement, billing and reporting purposes.
- c. Statewide delivery: Inventory and transportation capacities sufficient to meet customer demand and contract delivery requirements.
- d. Order Capability: Ability to handle electronic, web-based, P-card, hard copy, phone and walk in orders.
- e. Administrative, Key Personnel (trained and responsible for providing):
 - Customer dispute resolution services (at transaction level).
 - Multiple account set up and management.
 - Expediting services (order follow up).
 - Customer Assistance, general help and order assistance (including toll-free telephone ordering support and via internet).
 - Maintenance of electronic and hard copy catalogs and State pricing including website.

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4. PRODUCT AND SERVICE SPECIFICATIONS

4.1 Batteries

All batteries furnished shall have successfully completed all S.A.E. testing procedures required under the S.A.E. Standards for Storage Batteries - SAEJ537. Batteries to be used in class 6, 7, and 8 truck and tractor applications must also have met the requirements of SAE J930 and be in compliance with The Maintenance Council (TMC) recommended practice RP 125, dated April, 1989, or latest revisions. All batteries delivered shall be 100% charged.

Each battery shall be of the quality equal to that supplied as original equipment manufacturers (OEM) equipment and are of a nationally recognized line.

MSDS (Material Safety Data Sheets) shall be provided with each delivered battery and upon the request from a using agency.

The Contractor may be requested to furnish copies of any test results within ten (10) days following a written notice.

All batteries shall represent manufacturers best vibration resistant design.

Increased deep cycle batteries shall be designed for use in emergency and law enforcement vehicles. Batteries shall have the ability to survive repeated deep cycling and be fully recharged after a complete discharge.

Identification Labels/Decals - All batteries shall be permanently stamped, not handwritten with the following information:

- Brand and Model
- BCI Group Number
- Cold Cranking Amps (C.C.A.) and Reserve Capacities (R.C.) and Vibration Resistance (where applicable),
- Dating System. Labels/Decals shall be of a permanent type, legible for the life of the battery and will not be subject to damage during normal maintenance or environmental conditions.

The CCA requirement is for 0 degree F and is a nominal number; up to minus 25 CCA from this number may be allowed (there is no maximum on CCA that may be offered). The RC requirement is for 80 degrees F and is also nominal and a maximum of 10 minutes less may be allowed. (There is no maximum in RC minutes that may be offered.) A ten- (10) percent failure rate will constitute poor performance by the Contractor and may result in cancellation of this product line from any resultant contract.

The Contractor shall be responsible for picking up and disposing of used batteries. This service shall be at no cost to the State.

Within sixty (60) days of contract award and every month thereafter for the duration of the contract, the Contractor shall inspect site inventories and replace their own manufacturer's older coded batteries with newer products at no cost to the State.

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4.2 Antifreeze

Virgin ethylene glycol based products are required. Products made with recycled ethylene glycol regardless of method are not acceptable.

The products lines offered shall meet or exceed the specifications set by all vehicle, engine and equipment manufacturers and be approved for year round use under all load conditions common to normal fleet operations.

All products shall be guaranteed against any adverse affect on the original factory engine warranty.

As noted in the following definitions each product will meet or exceed the appropriate referenced specifications of:

- American Society of Testing Materials (ASTM)
- Society of Automotive Engineers (SAE)
- Individual manufacturer's specifications and technical service bulletins
- Recommended Engineering and Maintenance Practice (RP) of the American Trucking Association's (ATA's) Technical and Maintenance Council (TMC).

Each product offering MUST include a Material Safety Data Sheet (MSDS) and a full listing of ASTM and Manufacturer's specification(s) that the product meets. Failure to supply a MSDS and a list of the specifications will result in rejection of offer.

Container Deposits: All drums shall be supplied as returnable containers. Deposit charges shall be firm for contract period and shall be invoiced separately.

The delivery receipt and invoice shall state the number of full containers delivered and empty containers returned.

All drums delivered shall be in satisfactory condition with minimal dents and rust free. Unsatisfactory drums shall be rejected upon delivery with replacement required within 24 hours.

Drum Pick-up: Contractor shall be required to pick up any empty drums upon delivery of orders. When delivery is made by common carrier, the contractor shall be responsible for scheduling a minimum of drum pick-up every four (4) weeks/ and final pickup of all empty drums within ninety (90) days of expiration of contract.

Totes or Intermediate Bulk Containers (IBC) shall be either non-returnable and landfill disposable, or owned by and the responsibility of the vendor. All requirements for drum shipments and drums shall apply to IBC. Each IBC shall conform to all applicable, federal, state, and local laws and regulations that may apply to the shipping of ethylene glycol based products.

Pallet Charge: All pallets shall be non-deposit, non-returnable.

Spillage: The contractor shall be responsible for the complete clean-up of all contamination or spillage resulting from delivery and unloading.

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Product Requirements

- A. Conventional automotive type antifreeze meeting SAE J1034, ASTM D-3306, GM 1825M, for use in light duty gasoline powered vehicles.

Products required:

1. Concentrate.
2. 50/50 Pre-Mixed with de-ionized or distilled water meeting ASTM D 4656.

- B. Extended service automotive type antifreeze meeting SAE J1034, GM 6277M for use in light duty gasoline powered vehicles.

Products required:

1. Concentrate.
2. 50/50 Pre-Mixed with de-ionized or distilled water meeting ASTM 4656.

- C. Extended service, fully formulated pre-charged, conventional, low or no silicate, nitrate containing coolant for heavy duty and meeting RP 329 chemistry. Note: Fully formulated coolant does not require a dosage of SCA prior to initial use.

Products required:

1. Concentrate meeting ASTM D 3306 and ASTM D4985.
2. 50/50 Pre-Mixed with de-ionized or distilled water meeting ASTM D 4656 and ASTM D 5345.
3. Supplemental Coolant Additive (SCA) meeting RP 328.
4. Pre-charged coolant filter(s). Application for each filter offered shall be described in manufacturer's descriptive literature.
5. Pre-charged "time release" or "need release" coolant filter(s). Application for each filter offered shall be described in manufacturer's descriptive literature.
6. Test kit / test strips.

Product will be used in heavy duty diesel and light duty gasoline engines and shall meet ASTM D- 5752 (SCA), ASTM D-6210, SAE J1941 and the applicable published specifications of Ford, Daimler Chrysler, General Motors, Japanese OEM's, John Deere, Cummins, Caterpillar DEAC, Case, Komatsu, Detroit Diesel, Volvo, Mack Truck, and Navistar/International for this type of coolant.

- D. Extended service interval, fully formulated, nitrate free, organic acid technology (OAT) coolant meeting RP 338 and RP 330. Note: fully formulated coolant does not require a dosage of SCA prior to initial use.

Products required:

1. Concentrate meeting ASTM D 3306 and ASTM D 4985.
2. 50/50 Pre-Mixed with de-ionized or distilled water meeting ASTM D 4656 and ASTM D 5345.
3. Supplemental Coolant Additive (SCA) meeting RP 319.

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4. Pre-charged coolant filter(s). Application for each filter offered shall be described in manufacturer's descriptive literature.
5. Pre-charged "time release" / "need release" coolant filters. Application for each filter offered shall be described in manufacturer's descriptive literature.
6. Test kit / test strips.

Product will be used in heavy duty diesel and light duty gasoline engines and shall meet ASTM D- 5752 (SCA), ASTM D-6210, SAE J1941 and the applicable, published specifications of Ford, Daimler Chrysler, General Motors, Japanese OEM's, John Deere, Cummins Service, Navistar B-I (type III), Caterpillar EC-1, Case, Komatsu, Detroit Diesel, Volvo, Mack Truck and Navistar/International for this type of coolant.

- E. Extended service interval fully formulated nitrated organic acid technology (NOAT) coolant meeting RP 338 and RP 329 Note: fully formulated coolant does not require a dosage of SCA prior to initial use.

Products required:

1. Concentrate meeting ASTM D 3306 and ASTM D 4985.
2. 50/50 Pre-Mixed with de-ionized or distilled water meeting ASTM D 4656 and ASTM D 5345.
3. Supplemental Coolant Additive (SCA) meeting RP 319.
4. Pre-charged "time release" or "need release" coolant filters. Application for each filter offered shall be described in manufacturer's descriptive literature.
5. Pre-charged "time release" / "need release" coolant filters. Application for each filter offered shall be described in manufacturer's descriptive literature.
6. Test kit/test strips.

Product offered will be used in heavy duty diesel and light duty gasoline engines and shall meet ASTM D 5752 (SCA), ASTM D 6210, SAE J 1941 and the published specifications of Ford, Daimler Chrysler, General Motors, Japanese OEM's, John Deere, Cummins Service Bulletin 3666132, Navistar B-I (type III), Caterpillar EC-1, Case, Komatsu, Detroit Diesel, Volvo and Mack Truck for this type of coolant.

- F. Extended service interval, low silicate, hybrid organic acid technology (HOAT) coolant meeting SAE J 1034, SAE J 814, GM 1825M, GM 1899M.

Products required:

1. Concentrate meeting ASTM D 3306.
2. 50/50 Pre-Mixed with de-ionized or distilled water meeting ASTM D 4656.

4.3. Remanufactured gas/diesel engines and automatic transmissions

This standard applies to the practice of rebuilding and remanufacturing of reciprocating diesel/gas automotive and industrial engines and automatic transmissions, which are used in conjunction with standard ancillary components in applications intended by the original manufacture.

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This standard does not apply to repaired or rebuilt engines or transmissions which may only be partially repaired with little or no machining, nor does it apply to second-hand exchange engines or transmissions on which little or no repair work may have been carried out.

Rebuilt engine /transmission and its synonym remanufactured –describes a unit which has been:

1. Dismantled, cleaned, inspected, i.e. crack testing, pressure testing, or visual examination, whichever is applicable or appropriate.
2. The components have been inspected and machined when necessary to achieve the proper dimensions and finishes per acceptable industry standards.
3. New parts as defined in this standard, have been installed as required.
4. The component has been assembled to proper clearances and manufacturer's specified fastener tightening procedures.

REPLACEMENT COMPONENTS {NEW PARTS}: Replacement components are defined as items which are sourced from manufacturers or suppliers who can demonstrate fitness for purpose and who can support their products with written warranty.

WARRANTY: A written warranty statement as described by this standard shall accompany a component. Minimum warranty required by the State is a 3 Year-36, 000 mile standard or better.

To be considered a remanufactured component is defined as all of its internal and external parts cleaned and made free from rust and corrosion, all impaired, defective or substantially worn parts restored to a sound condition or replaced with new, rebuilt, or unimpaired used parts, all missing parts replaced with new, rebuilt or unimpaired used parts, and machining and other operations performed as are necessary to put the industry product in sound working condition.

5. EXCLUSIONS

The following product and item groups are excluded. Upon award or during the term of the contract, the State at its sole discretion, reserves the right to exclude additional products or product categories as determined to be in the State's best interest. Exclusions affected during the term of the contract shall be done in the form of a contract amendment, and shall become effective on the date specified in the amendment.

AM/FM Stereos, Cassette, CD Players	Mechanic and Hand Tools
Auto Accessories not used for repair	Tires, all categories

SECTION 2 UNIFORM TERMS AND CONDITIONS

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1. **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
 - 1.1 "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
 - 1.2 "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
 - 1.3 "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - 1.4 "Contractor" means any person who has a Contract with the State.
 - 1.5 "Days" means calendar days unless otherwise specified.
 - 1.6.1 "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - 1.6.2 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.8 "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
 - 1.9 "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.10 "Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
 - 1.11 "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - 1.12 "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
 - 1.13 "State Fiscal Year" means the period beginning with July 1 and ending June 30,
2. **Contract Interpretation**
 - 2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
 - 2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
 - 2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1 Special Terms and Conditions;
 - 2.3.2 Uniform Terms and Conditions;
 - 2.3.3 Statement or Scope of Work;
 - 2.3.4 Specifications;
 - 2.3.5 Attachments;
 - 2.3.6 Exhibits;

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- 2.3.7 Documents referenced or included in the Solicitation.
- 2.4.1 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3. Contract Administration and Operation**
- 3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote

SECTION 2 UNIFORM TERMS AND CONDITIONS

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information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

- 3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8.1 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4. Costs and Payments

- 4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 Applicable Taxes.
- 4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

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- 4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
- 4.5.1 Accept a decrease in price offered by the contractor;
- 4.5.2 Cancel the Contract
- 4.5.3 Cancel the contract and re-solicit the requirements.

5. Contract changes

- 5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2 Indemnification
- 6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

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- 6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."
- 6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4 Force Majeure.
- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 6.4.2 Force Majeure shall not include the following occurrences:
- 6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

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6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Year 2000.

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired

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products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

- 7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

- 7.7 Survival of Rights and Obligations after Contract Expiration or Termination.

- 7.7.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

- 7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

- 8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

- 8.2 Stop Work Order.

- 8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

- 8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

- 8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

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- 8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.
- 9. Contract Termination**
- 9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

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9.5 Termination for Default.

9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims. All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona 85007.

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1. TERM OF CONTRACT

The term of any resultant contract shall commence on the effective day of award and shall continue for a period of twelve (12) months thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. CONTRACT EXTENSION

The State reserves the right to unilaterally extend the period of any resultant contract for ~~thirty-one (31) days beyond the stated expiration date.~~ In addition, by mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to (48) months.

3. CHANGES

The State reserves the right to revise significant changes in the scope, character, and/or complexity of the work and may be negotiated if it is mutually agreed that such changes are desirable and necessary. Contract changes defining and limiting the work and compensation must be documented in a written Contract Amendment, as defined by A.R.S. §41-2503, R-2-7-101(15) and signed by the Procurement Officer.

4. ELIGIBLE AGENCIES

Any contract resulting from this solicitation shall be for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes §41-2632.

5. NON-EXCLUSIVE CONTRACT

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State. The State reserves the rights to obtain like goods or services from another source when necessary. The Chief Procurement Officer may only approve off-Contract Purchase Authorization. Approval shall be at the discretion of the Chief Procurement Officer and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the Arizona Procurement Code.

6. ORDERING PROCESS

Upon award of a contract any designated Agency may procure the specific material and/or service awarded by the issuance of a contract purchase order to the appropriate contractor. Each contract purchase order must cite the correct contract number. The award of a contract shall be in accordance with the Arizona Procurement Code and all transactions and procedures required by the Code for public bidding shall be complied with. A contract purchase order for the awarded material and/or service that cites the

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correct contract number is the only document required for the using agency to order and the contractor to deliver the material and/or service.

Any attempts to represent any material and/or service not specifically awarded as being under contract is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of but not limited to contract cancellation, suspension and/or debarment of the contractor.

8. SHIPPING

Prices shall be F.O.B. Destination to any State Agency and participating entity as defined in paragraph 4, Eligible Agencies of this section. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The Department will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

9. DELIVERY

Non-Immediate: Stock order items required for routine services shall be delivered within five (5) working days after receipt of order. Failure to deliver within this stated time may be considered as contract non-compliance. The contractor shall inform the agency if delivery is expected to exceed this stated time immediately upon receipt of order or as soon as late delivery is known.

Immediate: For items required to return disabled in-use equipment to service, delivery is required within six (6) hours after receipt of order for delivery locations listed in the Attachments tab of the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>). The contractor shall inform the State if delivery is expected to exceed this stated time immediately upon receipt of order or as soon as late delivery is known. The State will be the sole determiner of **IMMEDIATE USE ITEMS**.

Contractors shall have facilities that are adequate to the selling of product and sufficient to support the requirements of this contract.

10. ACCEPTANCE

Each item delivered shall be subject to a complete inspection by the State. Inspection criteria shall include, but not be limited to, conformity to the specifications, workmanship, quality and materials.

If the delivered product is returned to the contractor for corrective action prior to acceptance for any reason, an additional period of fifteen (15) calendar days shall be allowed for inspection when subsequent deliveries occur.

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The contractor shall be fully responsible for the transport of the material from and to the State, for installation and/or for the correction of items or workmanship not in compliance with the specifications.

Product returned to the contractor for corrective action may delay payment. Invoices will be processed for payment only after the product is accepted by the State.

11. INVOICING REQUIREMENTS

Separate invoices are required for each shipment and shall be sent to the BILL TO ADDRESS listed on the Purchase Order.

Each separate invoice shall include at a minimum:

- Ship To Address/Bill To Address
- Authorized Distributor/Dealer Name and location, if applicable
- Description of items and listing of quantities
- Date the items were shipped/delivered to the ordering eligible agency
- State contract number/purchase order number
- Price per unit and total per unit
- Applicable taxes
- Total of invoice

The following shall be listed if applicable:

- Hourly rate and total for labor charges
- Actual freight charges
- Any core charges

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the contractor. A contractor whose payments are delayed due to improper invoicing shall make no claim against the using agency or the State for late or finance charges.

The State will make every effort to process payment for the purchase of product within thirty (30) calendar days after the State has conducted the necessary reviews, and inspections as described herein. COMPLETION OF THE SERVICES PROVIDED TO THE STATE DOES NOT CONSTITUTE ACCEPTANCE, THEREFORE, ONLY THE STATE ACCEPTANCE DATE WILL BE A VALID DATE FOR STARTING THE THIRTY (30) CALENDAR DAY PAYMENT PERIOD.

14. PRICE REDUCTION

A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

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15. SALES PROMOTIONS

In addition to decreasing contract pricing in accordance with the provision entitled price reductions, the contractor may conduct sales promotions involving specific products or groups of products specified herein for specified time periods. If electing to exercise this provision the contractor shall submit:

1. A formal request that identifies the affected contract product or product groups;
2. The promotional price vs. the existing contract price.
3. The start and end date of the sales promotion;

Approval shall be in the form of a contract amendment. Pricing shall be available to all eligible agencies through the dates specified in the request. Upon approval the contractor shall provide conspicuous notice of the promotion.

16. PRICE ADJUSTMENT

Pricing shall be considered firm for the first 6 months of the contract and no change in the Manufacturers Price List (referred to as the MPL) will be accepted during that time. Price adjustments may be allowed only during a contract extension or renewal period providing the adjustment is made owing to legitimate increases in the contractor's operating expenses, e.g. raw materials, fuel, taxes, labor, etc. **The percentage of discount from the published MPL shall remain the same for all renewal terms of this contract.**

Written request for an increase with supporting documentation e.g. updated MPL must be received by the State, at least thirty (30) days prior to the effective date of the increase. Increases shall not be effective unless they are approved by written contract amendment issued by the State.

17. SAFETY STANDARDS

All items and services supplied under this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, the National Fire Protection Association Standards and the Department of Environmental Quality.

18. WARRANTY

The Contractor warrants:

1. That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.

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2. That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design materials and workmanship.
3. The warranty period on workmanship and materials shall be a minimum of twelve (12) months from the initial in-service date as recorded by the State.

19. VENDOR REGISTRATION

Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have and maintain a completed **Substitute W-9 form, Attachment 4**, on file with the Arizona Department of Transportation Procurement Section. No payments shall be made until the forms are on file. Questions regarding the W-9 form shall be directed to Bonnie Hartley at (602) 712-8520.

20. CONTRACT ADMINISTRATION

Following award the Contractor shall contact Susanna Hernandez, CPPB, Procurement Officer at (602) 712-7205 with the Arizona Department of Transportation Procurement Group for guidance or direction in matters of contract interpretation or problems regarding the terms, conditions or scope of the contract. Only the Procurement Officer or his/her authorized designee is authorized to change or amend the specific terms, conditions or provisions of the agreement.

21. NOTICES

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called "Notices"), shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

- a. If intended for the State, to:

Arizona Department of Transportation, Procurement Group
1739 W. Jackson Street, Suite A MD-100P
Phoenix, Arizona 85007-3276

Attention: Susanna Hernandez, CPPB – Procurement Officer

- b. If intended for the contractor, to:

The contractor Name, Address, City, State, Zip, Attention:

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice, if intended for the State, to the Arizona Department of Transportation, Chief Procurement Officer and, if intended for the

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contractor, to the person named on the Offer & Contract Award of this contract, or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

22. CANCELLATION FOR POSSESSION OF WEAPONS ON STATE PROPERTY

This contract may be cancelled if contractor or any subcontractors or others in the employ or under the supervision of the contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on State property in conjunction with ADOT Policy, PER 6.04, "Weapons in the Workplace." Such property includes State owned or leased office building, yards, parking lots, construction sites or state owned vehicles.

Further, if the contractor or any subcontractors or others in the employ or under the supervision of the contractors or subcontractors are asked by a State official to leave State property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

23. CONTRABAND

Any person who takes into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona Revised Statutes. All person, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property or packages.

DEFINITION – A.R.S. §13-2501

Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, non-prescription medication, etc.).

PROMOTING PRISON CONTRABAND A.R.S. §13-2505

A. A person, not otherwise authorized by law, commits promoting prison contraband:

1. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
2. By knowingly conveying contraband to any person confined in a correctional facility; or

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3. By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.

B. Promoting prison contraband is a Class 5 Felony.

24. INDEMNIFICATION CLAUSE

The parties to this contract agree that the State of Arizona, its departments, agencies, boards, commissions and universities shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

25. INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

Within **FIVE (5)** days of notification, the offeror shall submit a copy of the attached **Certificate of Insurance, Exhibit 1**, or a State approved alternate form showing insurance in the following amounts to:

Arizona Department of Transportation, Procurement Group
Attention: Susanna Hernandez, CPPB
1739 W. Jackson Suite A - MD 100P
Phoenix, Arizona 85007

- A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate \$2,000,000

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- | | |
|--|-------------|
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Blanket Contractual Liability – Written and Oral | \$1,000,000 |
| • Fire Legal Liability | \$ 50,000 |
| • Each Occurrence | \$1,000,000 |

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language:
"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

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2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent by certified mail, return receipt requested and shall be sent directly to:

Arizona Department of Transportation, Procurement Group
Attention: Susanna Hernandez, CPPB, Procurement Officer
1739 W. Jackson Suite A – MD 100P
Phoenix, AZ 85007

- D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

- E. VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to:

Arizona Department of Transportation, Procurement Group
Attention: Susanna Hernandez, CPPB
1739 W. Jackson Suite A – MD 100P
Phoenix, AZ 85007

The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

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- F. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors, as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

26. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

27. FEDERAL IMMIGRATION AND NATIONALITY ACT

Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

- a. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Sections A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- c. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- d. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph a.

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28. CATALOG/PRICE LIST ELECTRONIC FORMAT OR ONLINE ACCESS

All electronic format or online access including password/security access to each price list shall be furnished to the State upon request.

For the purpose of this contract, an established catalog price means the price included in a catalog, price list, schedule or other format that is:

- a. Regularly maintained by a manufacturer, distributor or contractor.
- b. Is either published or otherwise available for inspection by the State.
- c. States last purchase price for the general buying public.

Contractors are to maintain electronic versions of the catalog/price lists in either of the following formats:

- a. Internet versions available through a Universal Resource Locator (URL) link, or;
- b. As a Portable Document Format (pdf) file.
- c. Such catalog/price lists shall:
 - Be those that contain dealer net prices from the manufacturer.

It is at the discretion of the State, to have the ability to maintain the contractor's electronic catalog/brochure/price list data or provide electronic links to it through the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>) web-site. Regardless of the number and types of links to the contractor's electronic catalog/brochure/price list, the contractor shall ensure that customers are able to access one, and only one, version of contracted catalog/brochure/price list.

Contractor shall not alter, modify or update either the electronic format or online access of the catalog/price list without prior approval by the State during the term of the contract. Electronic format or online access shall be made available to all requesting agencies. All associated costs shall be borne by the Contractor.

29. USAGE REPORTS

The Contractor shall furnish the State a usage report delineating the acquisition activity governed resultant contract. The format of the report shall be approved by the State and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit.

The usage report shall be due at the end of each calendar quarter as follows:

- January through March (Q1)
- April through June (Q2)
- July through September (Q3)
- October through December (Q4)

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30. ADMINISTRATIVE FEE – STATEWIDE CONTRACT

Contractor shall assess an administrative fee in the amount of one (1%) against the sales receipts (payments received) from members of the State Purchasing Cooperative – including cities, counties, school districts and other qualified members. An updated list of State Purchasing Cooperative members may be found at the following URL: <http://azdoa.gov/spo/agency-resources/az-purchasing-coop/arizona-purchasing-cooperative>. At its option, the State may expand the applicability of this fee.

The administrative fee shall be one percent (1%) of quarterly sales receipts, minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. The administrative fee percentage is only applicable to amounts actually received by the contractor during the quarter and is not applicable to amounts ordered by customers but not yet paid for.

Contractor shall remit the administrative fee to the State quarterly, to the following address and recipient:

Arizona Department of Administration
State Procurement Office
Attention: 'Statewide Contract Administrative Fee'
100 N. 15th Avenue, Suite 201
Phoenix, AZ 85007.

Administrative fees are due no later than thirty (30) days following the end of the calendar quarter in which the fee was assessed. The submission schedule shall be as follows:

January through March (Q1) – Due by April 30
April through June (Q2) – Due by July 31
July through September (Q3) – Due October 31
October through December (Q4) – Due January 31

Administrative fees shall be included in the contract's unit prices for all products and services sold under the contract. Contracts shall not have separate pricing for State agency customers and members of the State Purchasing Cooperative. Administrative fees shall not be assessed separately in the contract or within any invoice issued under the contract, in the form of a separate line item.

Contractor's failure to remit administrative fees in a timely manner or remit fees inconsistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.

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A. Definition of Terms. As used in these Instructions, the terms listed below are defined as follows:

1. *"Attachment"* means any item the Solicitation requires an Offeror to submit as part of the Offer.
2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
4. *"Contractor"* means any person who has a Contract with the State.
5. *"Days"* means calendar days unless otherwise specified.
6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
7. *"Offer"* means bid, proposal or quotation.
8. *"Offeror"* means a vendor who responds to a Solicitation.
9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
10. *"Solicitation"* means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
11. *"Solicitation Amendment"* means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
12. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
13. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

B. Inquiries

1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
2. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
3. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.
4. Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
5. No Right to Rely on Verbal Responses. An offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.

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6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
7. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
8. Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

C. Offer Preparation

1. Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.
2. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
3. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
4. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
 - i. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - ii. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.
5. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

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6. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
7. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Amendment may result in rejection of the Offer.
8. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
9. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
- 9.1 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the Department for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this contract. If the federal identifier of the offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
10. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be included in the pricing offered in the solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
11. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
12. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
 - 12.1 Special Terms and Conditions;
 - 12.2 Uniform Terms and Conditions;
 - 12.3 Statement or Scope of Work;
 - 12.4 Specifications;
 - 12.5 Attachments;
 - 12.6 Exhibits;
 - 12.7 Special Instructions to Offerors;
 - 12.8 Uniform Instructions to Offerors.
 - 12.9 Other documents referenced or included in the Solicitation.
13. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

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D. Submission of Offer

1. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
2. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
3. Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.
4. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
 - i. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - ii. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

E. Evaluation

1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
2. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purposes of evaluating that price.
3. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
4. Disqualification. An Offeror (including each of its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
5. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Best and Final Offer due date.

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6. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
- 6.1 Waive any minor informality;
 - 6.2 Reject any and all Offers or portions thereof; or
 - 6.3 Cancel the Solicitation.

F. Award

- 1. Number or Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.
- 2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- 3. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

G. Protests.

- 1. A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:
 - 1.1 The name, address and telephone number of the protester;
 - 1.2 The signature of the protester or its representative;
 - 1.3 Identification of the purchasing agency and the Solicitation or Contract number;
 - 1.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 - 1.5 The form of relief requested.

H. Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201 Phoenix, Arizona, 85007.

SECTION 5 SPECIAL INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 W. Jackson Street Suite A - MD 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NUMBER: ADOT11-00000152

1. **SCOPE**

The purpose of this solicitation is to enter into a contract to provide aftermarket automotive parts and service.

2. **OFFER SUBMISSION, DUE DATE AND TIME**

With regards to Section 4 Uniform Instructions, Item D, "Submission of Offer", "Sealed Envelope or Package"; offers in response to this solicitation shall be submitted within the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>). Offers shall be received before the date/time listed in the solicitation's "Bid Opening Date" field. Offers submitted outside ProcureAZ, or those that are received on or after the date/time stated in the "Bid Opening Date" field, shall be rejected. Questions in this regard shall be directed to the Procurement Officer or to the ProcureAZ Help Desk (procure@azdoa.gov or 602-542-7600).

3. **QUESTIONS AND/OR EXCEPTIONS**

Questions relating to this solicitation shall be issued within the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>) by selecting the Q&A tab. Questions to any part of this solicitation will be answered via the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>) and are due no less than seven (7) calendar days prior to the solicitation due date and time.

4. **REQUIRED PROPOSAL INFORMATION**

The offer shall include the following and should be presented in the order in which they appear. FAILURE TO PROVIDE ALL OF THE REQUIRED INFORMATION MAY RESULT IN REJECTION OF THE PROPOSAL.

4.1 **Table of Contents**

All offers shall include a Table of Contents.

4.2 **Solicitation Amendments**

Acknowledge all Solicitation Amendments issued via the e-Procurement system, ProcureAZ (<https://procure.az.gov>), including signature of the actual solicitation amendment page.

4.3 **Attachments**

Complete and submit with offer the following attachments:

Attachment 1, Offer and Contract Award
Attachment 2, References
Attachment 3, Non Collusion Affidavit
Attachment 4, Substitute W-9

SECTION 5 SPECIAL INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 W. Jackson Street Suite A - MD 100P
Phoenix, Arizona 85007
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SOLICITATION NUMBER: ADOT11-00000152

4.4 Experience and Technical Expertise

OFFEROR SHALL DESCRIBE, SUBMIT OR ADDRESS THE FOLLOWING:

- 4.4.1 Written understanding of responsibilities described in Section 1, Scope of Work, Paragraph 3, titled Contractor Requirements.
- 4.4.2 Detailed narrative of product/items available in relation to Section 1, Scope of Work, Paragraph 3.1, titled Products.
- 4.4.3 Detailed narrative of available labor types in relation to Section 1, Scope of Work, Paragraph 3.2, titled Labor.
- 4.4.4 Detailed narrative of a core charge program in relation to Section 1, Scope of Work, Paragraph 3.3, titled Core Charge Program.
- 4.4.5 Detailed table of available generic brand items in relation to Section 1, Scope of Work, Paragraph 3.4, titled Generic/House Brand Equivalent Information.
- 4.4.6 Detailed narrative of available electronic ordering in relation to Section 1, Scope of Work, Paragraph 3.5, titled Electronic Ordering System and Special Terms and Conditions, Paragraph 28, titled Catalog/Price List Electronic Format or Online Access.
- 4.4.7 Offerors organization including company name, company address, telephone number of key individual/personnel that is authorized to coordinate with participating distributors/dealers/stores to ensure an efficient implementation of the contract and to insure correct pricing for goods and services, in relation to Section 1, Scope of Work, Paragraph 3.6, titled Contractor Support.
- 4.4.8 Written understanding of adherence to specifications described in Section 1, Scope of Work, Paragraph 4, titled Product and Service Specifications.
- 4.4.9 Detailed narrative proposing a system to adhere to the exclusions described in Section 1, Scope of Work, Paragraph 5, titled Exclusions.
- 4.4.10 Detailed narrative of the ability to sell aftermarket parts and provide service to the State and eligible agencies described in Section 3, Special Terms and Conditions, Paragraph 4, titled Eligible Agencies. Include a list of sales and service areas within the State along with a map of their authorized distributors/dealers/stores with full location addresses including contact information and services that are currently provided by each location.
- 4.4.11 Detailed narrative of the adherence to the minimum product guarantee and warranty requirements described in Section 3, Special Terms and Conditions, Paragraph 18, titled Warranty.
- 4.4.12 Offeror must provide a company website link that will assist the State in its evaluation process of the proposed discount percentage against the Offeror's retail catalog pricing. The website shall contain a full range of aftermarket parts in all categories identified on the Price Sheet.

SECTION 5 SPECIAL INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 W. Jackson Street Suite A - MD 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NUMBER: ADOT11-00000152

4.5 **Additional Data**

Include any additional data that may be useful to the State in evaluating the Offeror's proposal, as well as additional options and/or variances for consideration.

5. **PRICING INFORMATION**

- 5.1 Catalog/Manufacturer Price List Discounts: Offerors shall provide a discount percent (%) from list price for any or all parts group identified on the tab titled CATEGORIES of the Excel document titled PRICE SHEET listed under the Attachments Tab within ProcureAZ.
- 5.2 Labor: Offerors shall indicate the hourly labor rate for the items on the tab titled LABOR of the Excel document titled PRICE SHEET listed under the Attachments Tab within ProcureAZ.
- 5.3 Prices listed in Offerors response to this solicitation must take into consideration all inherent costs of providing the requested goods and services. The Offeror agrees to pay any and all fees, including, but not limited to: fuel surcharges, delivery and transportation costs, duties, custom fees, permits, brokerage fees, licenses and registrations. The State will not pay any additional charges beyond the price(s) listed in the response, unless otherwise provided for by law or expressly allowed by the terms of the solicitation.
- 5.4 Offerors(s) may utilize multiple or alternate catalog/price lists and offer different discounts for the various parts groups.
- 5.5 Offerors are required to complete and return the Excel document titled PRICE SHEET listed under the Attachments Tab within the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>).
- 5.6 Offerors are also required to review and complete line item #1 under the Items tab within the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>).

6. **OFFER EVALUATION**

- 6.1 An evaluation committee will evaluate and rank the offers, based on the following criteria listed in descending order of importance:
- A. Proposed Costs, Discounts
 - B. Conformity with Scope of Work
 - C. Product Availability
 - D. Past services of similar scope; References
 - E. Overall responsiveness to the RFP
(Thoroughness of responses and completion of forms in manner specified, overall quality and responsiveness of offer)
- 6.2 As part of its final selection from among the highest ranked firms, the State reserves the right to:
- a. Contact a reasonable number of references from among those provided by the Offerors as requested in **Attachment 2**.

SECTION 5 SPECIAL INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 W. Jackson Street Suite A - MD 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NUMBER: ADOT11-00000152

- b. Request oral presentations and/or demonstrations with no less than 72 hours notice. Presenters from the firms must include key members who will serve as the contact person(s).

6.3 Discussions

As provided by A.A.C. R2-7-C313, discussions may be conducted with Offerors who submit offers determined to be reasonably susceptible of being selected for award. If discussions are conducted pursuant to R2-7- C313, the State shall issue a written request for best and final offers. Award may be made without discussions, therefore, offers shall be submitted complete and on most favorable terms.

6.4 Decision

The evaluation committee will make a recommendation for award to the Procurement Officer; whose decision will be final. If circumstances prevent full execution of the contract, the Offeror submitting the next ranked offer will be called. An award will be made to the responsible Offeror whose offer is determined to be the most advantageous to the State.

7. CONTRACT IMPLEMENTATION MEETINGS

Upon award, the Contractor may be required to participate in meetings for the successful implementation of the contract. Meetings (if any) will be at the discretion of the State. The Contractor will be notified in advance of any meeting's time, frequency for future meetings (if any), and locations to ensure all appropriate State and Contractor staff and representatives attend. The State reserves the right to decline conference call attendance or participation.

8. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

9. FEDERAL IMMIGRATION AND NATIONALITY ACT

By signing the Offer the Offeror warrants that it and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.



**STATE OF ARIZONA
CERTIFICATE OF INSURANCE**

STATE AGENCY/DEPT.: ARIZONA DEPARTMENT OF TRANSPORTATION

PROJECT TITLE: AFTERMARKET PARTS AND SERVICE

PRODUCER		COMPANIES AFFORDING COVERAGE		CURRENT A.M. BEST RATING
INSURED		A		
		B		
		C		
		D		

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (,000)
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> PER PROJECT PRODUCT/COMPLETED OPERATIONS				GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. \$ _____ PERSONAL & ADV. INJURY \$ _____ EACH OCCURRENCE \$ _____ FIRE DAMAGE(ANY ONE FIRE) \$ _____ MED.EXPENSE(ANY ONE PERSON) \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/>				COMBINED SINGLE LIMIT \$ _____ BODILY INJURY (PER PERSON) \$ _____ BODILY INJURY (PER ACCIDENT) \$ _____ PROPERTY DAMAGE \$ _____
	PROFESSIONAL LIABILITY <input type="checkbox"/> TYPE _____ <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE				EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$ _____ DISEASE-POLICY LIMIT \$ _____ DISEASE-EACH EMPLOYEE \$ _____
	BUILDERS RISK				
	OTHER:				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS:

STATE OF ARIZONA AND THE STATE AGENCY NAMED BELOW ARE ADDED AS ADDITIONAL INSURED. IT IS AGREED THAT COVERAGES AFFORDED UNDER THE POLICIES CERTIFIED IN THIS CERTIFICATE SHALL BE PRIMARY AND ANY INSURANCE OR SELF-INSURANCE PROGRAM CARRIED BY THE STATE OR ANY OF ITS AGENCIES, BOARDS, DEPARTMENTS OR COMMISSIONS SHALL BE EXCESS AND NOT CONTRIBUTORY INSURANCE TO THAT PROVIDED BY THE NAMED INSURED.

IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE STATE WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE STATE. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

CERTIFICATE HOLDER/ADDITIONAL INSURED State of Arizona Arizona Department of Transportation 1739 W. Jackson Street Suite A - MD 100P Phoenix, AZ 85007-3276	AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY SIGNATURE _____ DATE: _____
---	--

**ATTACHMENT 1
OFFER AND CONTRACT AWARD**



ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 W. Jackson Street Suite A - MD 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211



SOLICITATION NUMBER: ADOT11-00000152

**Submit this form with an original signature to the Department
OFFER**

TO THE STATE OF ARIZONA:

The bidder hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Arizona State Transaction Privilege Tax License Number

No.: _____

Federal Employer Identification

For clarification of this offer, contact:

No.: _____

Printed Name _____

Offeror's (Company) Name _____

Email Address _____

Address _____

Company Email Address _____

City _____ State _____ Zip _____

Signature of Person Authorized to Sign Offer _____

Phone _____

Printed Name _____

Date _____

Facsimile _____

Title _____

In accordance with A.R.S. § 35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran and/or Sudan.

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR STATE OF ARIZONA USE ONLY)

Your bid is hereby accepted.

The contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's bid as accepted by the state.

This contract shall henceforth be referred to as Contract No. _____

The contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

State of Arizona

Effective this _____ day of _____ 2010

Susanna Hernandez, CPPB
As Procurement Officer and not personally

Awarded Date _____

ATTACHMENT 2 REFERENCES

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 W. Jackson Street Suite A - MD 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NUMBER: ADOT11-00000152

PLEASE LIST THE NAME, ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER FOR THREE (3) ORGANIZATIONS FOR WHOM YOUR COMPANY HAS PROVIDED SERVICE OF A SIMILAR SIZE AND SCOPE WITHIN THE PAST 36 MONTHS. THESE REFERENCES WILL BE CHECKED PLEASE MAKE SURE ALL INFORMATION IS ACCURATE AND CURRENT. DO NOT SUBMIT ADOT, ADOT CONTRACTS OR ADOT PERSONNEL AS REFERENCES.

A. ORGANIZATION: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

CONTACT: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

DATE OF CONTRACT INITIATION: _____

TYPE OF SERVICES PROVIDED: _____

B. ORGANIZATION: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

CONTACT: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

DATE OF CONTRACT INITIATION: _____

TYPE OF SERVICES PROVIDED: _____

C. ORGANIZATION: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

CONTACT: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

DATE OF CONTRACT INITIATION: _____

TYPE OF SERVICES PROVIDED: _____

**ATTACHMENT 3
NON-COLLUSION AFFIDAVIT**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 W. Jackson Street Suite A - MD 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NUMBER: ADOT11-00000152

NON-COLLUSION AFFIDAVIT

State of Arizona)
) ss
County of)

(Affiant)

the _____
(Title)

of _____
(Contractor)

the persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine and not sham or collusive, nor made in the interest or behalf of any person not herein named, and that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.

(Signature)

(Title)

Subscribed and sworn to before me this

_____ Day of _____, 20__

Signature of Notary Public in and for

the County of _____

State of _____



State of Arizona Substitute W-9 & Vendor Authorization Form

Purpose: Establish or update a vendor account with the State of Arizona. This form meets the Federal requirements to request a taxpayer identification number (TIN), request certain certification and claims for exemption, as well as the State of Arizona requirements for vendor establishment.

Instructions: Complete form if 1. You are a U.S. person (including a resident alien);
2. You are a vendor that provides goods or services to a n Arizona state agency;

AND

3. You will receive payment from the State of Arizona.

Return completed form to the state agency with whom you do business, for review and authorization.

See instructions below or refer to the IRS instructions at www.irs.gov for details on completing this form.



Type of Request (Must select at least ONE) <input type="radio"/> New Request <input type="radio"/> New Location (Additional Mail Code) <input type="radio"/> Change (Select the type(s) of change from the following:		<input type="checkbox"/> Tax ID <input type="checkbox"/> Legal Name <input type="checkbox"/> Entity Type <input type="checkbox"/> Minority Business Indicator <input type="checkbox"/> Main Address Information <input type="checkbox"/> Remittance Address <input type="checkbox"/> Contact	
Taxpayer Identification Number (TIN) (Provide ONE Only) Social Security Number (SSN) _____ - _____ - _____ OR Employer Identification Number (EIN) _____ - _____			
Entity Name Must Provide Legal Name (*Must match SSN or FEIN given. If Individual OR Sole Proprietorship enter First, Middle, Last Name.) Legal Name* _____			
Entity Type Must select one of the following (Coding (X#) is for internal purposes only)			
<input type="radio"/> Individual/Sole Proprietor or Sole Proprietor organized as LLC, PLLC (61) <input type="radio"/> Corporation NOT providing health care, medical or legal services (5A) <input type="radio"/> Corporation providing health care, medical or legal services (5M) <input type="radio"/> Partnership, LLP or Partnership organized as LLC or PLLC (5C) <input type="radio"/> An international organization or any of its agencies/instrumentalities (5U) <input type="radio"/> The US or any of its political subdivisions or instrumentalities (2G)		<input type="radio"/> State of Arizona employee (1E) STATE HRIS EIN _____ <input type="radio"/> LLC, PLLC organized as corporation NOT providing health care medical or legal services (5A) <input type="radio"/> LLC, PLLC organized as corporation providing health care medical or legal services (5M) <input type="radio"/> A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G) <input type="radio"/> Other: Tax Reportable Entity (5P) Description _____ <input type="radio"/> Other: Tax Exempt Entity (5H)	
Minority Business Indicator Must select one of the following (Coding (X#) is for internal purposes only)			
<input type="radio"/> Small Business (01) <input type="radio"/> Small Business- African American (23) <input type="radio"/> Small Business- Asian (24) <input type="radio"/> Small Business- Hispanic (25) <input type="radio"/> Small Business- Native American (27) <input type="radio"/> Small Business- Other Minority (05) <input type="radio"/> Small, Woman Owned Business (06) <input type="radio"/> Small, Woman Owned Business- African American (29) <input type="radio"/> Small, Woman Owned Business- Asian (30)		<input type="radio"/> Small, Woman Owned Business- Hispanic (31) <input type="radio"/> Small, Woman Owned Business- Native American (33) <input type="radio"/> Small, Woman Owned Business- Other Minority (11) <input type="radio"/> Woman Owned Business (03) <input type="radio"/> Woman Owned Business- African American (17) <input type="radio"/> Woman Owned Business- Asian (18) <input type="radio"/> Woman Owned Business- Hispanic (19) <input type="radio"/> Woman Owned Business- Native American (21) <input type="radio"/> Woman Owned Business- Other Minority (08)	
<input type="radio"/> Minority Owned Business- African American (04) <input type="radio"/> Minority Owned Business- Asian (32) <input type="radio"/> Minority Owned Business- Hispanic (74) <input type="radio"/> Minority Owned Business- Native American (15) <input type="radio"/> Minority Owned Business- Other Minority (02) <input type="radio"/> Non-Profit, IRC § 501(c) (88) <input type="radio"/> Non-Small, Non-Minority or Non-Woman Owned Business (00)		<input type="radio"/> Individual, Non-Business (00)	
Main Address Where tax information and general correspondence is to be mailed DBA/Branch/Location _____ Address _____ City _____ State _____ Zip code _____		Remittance Address Where payment is to be mailed <input type="checkbox"/> Same as Main DBA/Branch/Location _____ Address _____ City _____ State _____ Zip code _____	
Vendor Contact Information Name _____ Title _____ Phone # _____ Ext. _____ Fax _____ Email _____			
Certification <input type="checkbox"/> Exempt from backup withholding 1. Under Penalties of perjury, I certify that: 2. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND 3. I am a U.S. person (including U.S. resident alien). Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on you tax return. For real estate transaction, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. <i>The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.</i>			
Signature _____		Title _____ Date _____	
STATE OF ARIZONA AGENCY USE ONLY – Agency Authorization			
State HRIS EIN _____		Print Name _____ Signature _____	
AGY _____ Title _____		Phone # _____ Email _____ Date _____	
STATE OF ARIZONA GAO USE ONLY			
<input type="checkbox"/> IRS TIN Matching <input type="checkbox"/> Corporation Commission Vendor Number _____		Processed by _____ Date Processed _____	
<input type="checkbox"/> HRIS <input type="checkbox"/> GAO-03 <input type="checkbox"/> Other			

PARTS GROUP	MANUFACTURER	CATALOG NAME, NUMBER & DATE	% DISCOUNT
AIR CONDITIONING			
KITS	Four Seasons, Delphi, Cold Power, Visteon, Denso	On Line Application Only	50%
Temp	Four Seasons	NAPA Temp Illustrated Guide 475-1211 Sept 2009	40%
OE Compressors	Delphi, Visteon, Denso	OE A/C Compressors OEAC0108 jUNE 2009	40%
ALTERNATORS AND STARTERS			
Remanufactured	Rayloc (BBB)	New & Reman Alt & Starters EPC2008 Sept 2008	50%
New	Rayloc (BBB)	New & Reman Alt & Starters EPC2008 Sept 2009	53%
BATTERIES			
NAPA	JCI Corporation	NAPA Batteries 1195 June 2009	46%
Optima	JCI Corporation	NAPA Batteries 1195 June 2009	31%
BEARINGS, BALL AND ROLLER			
Automotive Tapered Bearings	SKF	NAPA Bearings & Seals Handbook 457118 Oct 2005	56%
Automotive Tapered Sets	SKF	NAPA Bearings & Seals Handbook 457118 Oct 2006	50%
Agricultural Bearings	SKF	NAPA Bearings & Seals Handbook 457118 Oct 2007	52%
Heavy Duty Bearings	SKF	NAPA Bearings, Oil Seals 457143 Dec 2008	57%
Hub Bearing Units	SKF	NAPA Bearings & Seals Handbook 457118 Oct 2005	56%
Heavy Duty Spec Tapered	SKF	NAPA Bearings & Seals Handbook 457118 Oct 2006	56%
ConMet Kits & Bearings	SKF	NAPA Bearings & Seals Handbook 457118 Oct 2007	58%
BELTS AND HOSES	Gates	Passenger Car & Truck Belt & Hose 474-2008A May 2009	63%

BRAKES			
Brake Pads SS	Rayloc	NAPA Brakes Passenger Car & Light/ Med Truck BSPLM-08 uly 2009	54%
Brake Rotors NB	Affinia	NAPA Brakes Passenger Car & Light/ Med Truck BSPLM-08 uly 2010	50%
Semi Loaded Calipers	Cardone	NAPA Brake System Catalog BSP-LM-08 July 2008	27%
Loaded Calipers	Cardone	NAPA Brake System Catalog BSP-LM-08 July 2009	35%
Bare Calipers	Cardone	NAPA Brake System Catalog BSP-LM-08 July 2010	24%
Brake Hardware	United	NAPA/ Illustration Guide For Brakes BPIPG-09 June 2009	49%
ELECTRICAL AND IGNITION			
Echlin	Standard	Echlin/ Ignition & Electrical Engine Management 125 Oct 2005	48%
Crb	Echlin	Fuel & Emissions Illustrated Buyers Guide 980 Nov 2009	45%
Nec	Cardone	NAPA Remanufactured Electronics 7708-NAEC Nov 2009	38%
EMISSION AND EXHAUST			
Exh	Tenneco	NAPA Exhaust NAPA-10NCT April 2010	55%
ENGINE AND DRIVE TRAIN			
ATP	ATP	NAPA Automotic Transmission 15-5056 Jan 2010	52%
NNC	Perfection	NAPA Clutch New & Remanufactured NNC09 Dec 2009	40%
PUJ	Federal Mogul	Precision UJoints- Master Catalog PUJ4005 Nov 2009	40%
NMD	Cardone	NAPA Max Drive CV Drive Axles 9408-NMD Oct 2008	35%

SEP	Sealed Power	Sealed Power Engine Parts 1991 To Present SP1502 Aug 2009	28%
FILTERS, OIL, GAS, AIR AND TRANS			
Light Duty	WIX	NAPA Filter Applications Light Duty Master Catalog 9795 Jan 2010	79%
Heavy Duty	WIX	NAPA Filter Applications Heavy Duty Master Catalog 9796 Nov 2009	81%
GASKETS AND SEALS			
FPG	Fel-Pro	Fel-Pro/ NAPA Gaskets Master Catalog N900-09 May 2010	43%
NOS	SKF	Oil Seals Master Interchange 457112 Jan 2010	39%
HEATING AND COOLING (ENGINE)			
TEMP	Four Seasons	NAPA Temp A/C Parts 475-1221 Sept 2009	40%
ADP RAD	Spectra	Cooling System Catalog 3CW0801 Aug 2009	48%
APD CONDENSOR	Spectra	Cooling System Catalog 3CW0801 Aug 2010	42%
PARTS GROUP	MANUFACTURER	CATALOG NAME, NUMBER & DATE	% DISCOUNT
LAMPS AND LIGHTING (MIRRORS)			
LIGHTING	Trucklite	NAPA Lighting L101 June 2010	45%
LAMPS	Lighthouse	Lamp Specification Guide NR21-2008 Jan 2008	40%
PUMPS, FUEL AND WATER			
TFW	Gates	NAPA Tru-Flow Water Pumps 481-1000 March 2009	41%
WP	Cardone	Cardone/ Remanufactured Water Pumps 5808NAWP Dec 2009	37%

NFP	Federal Mogul	NAPA Fuel Pumps N3879 June 2010	50%
BOSCH FUEL PUMP	Bosch	Bosch Premium Fuel Pump 2212158 Feb 2007	41%
DFP	Delphi	Delphi Fuel Pumps DPSS-05-M-048 Jan 2007	41%
SUSPENSION, SHOCKS, STRUTS AND STEERING			
NCP	Affinia	NAPA Chassis Catalog NC10-LM June 2010	48%
NRP	Cardone	NAPA Reman Power Steering Components 2008-NAPS Jan 2009	33%
NS	Monroe	NAPA Shocks & Struts Master Catalog NSA10 Jan 2010	51%
NSP	Cardone	Reman Power Steering Components 2008 NAPS Jan 2008	36%